

## **RESOLUTION NO. 3280, as Amended**

**A RESOLUTION** of the Port Commission of the Port of Seattle authorizing the Executive Director to execute an agreement between the Suquamish Indian Tribe and the Port of Seattle related to construction of a 400 foot extension of the Terminal 5 dock

**WHEREAS**, the Port of Seattle ("Port") owns Terminal 5 and has received permits necessary to demolish the existing 350 foot derelict wooden dock to the north of Terminal 5 and replace it with a 400 foot extension of the Terminal 5 dock, and

**WHEREAS**, the Suquamish Indian Tribe ("Tribe") and the Port wish to agree on measures related to potential impacts to treaty fishing activities at the location of the dock extension, and

**WHEREAS**, the Port and the Tribe wish to implement an agreement whereby the Tribe will support permit issuance and the Port will provide certain fishery enhancements and other benefits to the Tribe, and





**NOW, THEREFORE, BE IT RESOLVED** by the Port Commission of the Port of Seattle

**Section 1.** The Executive Director is hereby authorized to execute an agreement with the Tribe providing for the payments and other actions specified in Attachment A, which is attached hereto and by this reference incorporated herein.

**Section 2.** A copy of the final executed agreement shall be attached to this Resolution as Attachment B

**Section 3.** The Executive Director may execute such administrative amendments to the final executed agreement as may be agreed upon by the parties from time to time. The Executive Director shall advise the Commission of all such amendments within thirty (30) days of the date of such execution

**ADOPTED** by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 9th day of June, 1998, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.

  
  
  
  
Port Commission

**SUQUAMISH TRIBE/PORT OF SEATTLE  
TERMINAL 5 SETTLEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1998, by and between the Port of Seattle (the "Port") and the Suquamish Tribe (the "Tribe")

WHEREAS, the Port has demolished an existing wooden dock north of its Terminal 5 in the West Waterway of the Duwamish river and is replacing it with a 400-foot extension of the existing Terminal 5 dock, and

WHEREAS, the Tribe is a federally-recognized Indian tribe that holds rights, including fishing rights, under the Treaty of Point Elliott of 1855 (12 Stat 927) in Elliott Bay and the Duwamish River, and

WHEREAS, the Tribe and the Port have mutually agreed that the measures to be taken by the Port pursuant to this Agreement are a fair and full settlement of any future impacts of the proposed 400-foot extension on the Tribe's treaty fishing rights by the Port in exchange for the Tribe's agreement not to appeal the issuance of a federal permit for the construction of the proposed dock extension, and

WHEREAS, both the Port and the Tribe deem it to be in their best interest to enter into this Agreement,

NOW, THEREFORE, in consideration of the mutual benefits accruing to each of the parties hereto, the parties agree and covenant as follows.

**I. SUMMARY OF SETTLEMENT**

The following is a summary of settlement discussions between the Tribe and the Port concerning the Terminal 5 repair and extension project at Harbor Island, Elliott Bay. The summary is based on discussions which commenced in December 1995. Outstanding issues were resolved in September 1997, with the following activities and amounts subsequently identified as acceptable mitigation for the project's impacts on the Tribe's exercise of treaty fishing rights.

Settlement activities shall occur in two phases. Phase One activities are identified below and will be implemented pursuant to funds in the amount of \$347,500, which will be transmitted to the Tribe no later than \_\_\_\_\_, 199\_\_. Phase Two activities, identified below, will be implemented pursuant to funds in the approximate amount of \$500,000 to \$600,000, which will be transmitted to the Tribe within two months after the

*Resolution No. 3280,  
as Amended  
Attachment "A"*

Northland property acquisition efforts and appraisal activities are concluded and final costs of the Vessel Information Service have been calculated

## **II. PHASE ONE ACTIVITIES**

### **A Common Principles for the Furtherance of Mutual Interests**

The Port and the Tribe commit to exploring the development of a statement of Common Principles for the Furtherance of Mutual Interests toward the goal of identifying a framework for on-going government-to-government discussions and resolution of issues. The statement and approach will build on the Draft Protocol and associated documents currently under review by the Port and the Tribe.

### **B Gear Damage Replacement Fund/Fisheries Enforcement**

The Port will provide the Tribe with \$33,500 for use in replacing gear or nets lost or damaged and for compensating fishermen for lost time due to gear lost or damaged at the site of the Terminal 5 project. The fund may also be used to address avoidance of conflict measures and Suquamish Tribal Fisheries enforcement needs.

### **C Salmon Enhancement Facility**

The Port will provide the Tribe with \$280,000 for costs associated with design and installation of a delayed release net pen at a site near the existing net pen site in Agate Passage that will benefit Tribal fishermen, as well as recreational fishers within the Tribe's Usual and Accustomed Fishing Area (U&A).

### **D Cultural Activities and Higher Education**

The Port will provide the Tribe with \$34,000 to be used for support of Tribal cultural activities and education expenses of Tribal youth. The Port reaffirms its commitment to actively encourage exhibits at Pier 66 that increase public awareness of tribal fisheries, issues, history and culture, and to assist with an update of the interactive display developed under the Bell Street Pier MOA through incorporating archeological investigations, finds, and other information as appropriate.

### **E Historic Losses and Fisheries Trust Fund**

The Port will consult with the Tribe to ensure that activities contemplated in the Port of Seattle/Muckleshoot Indian Tribe Settlement regarding Terminal 5 Dock extension (January 20, 1998) are responsive to the needs, rights, and obligations of the Suquamish Tribe concerning assessments and activities within its Usual and Accustomed Fishing Area, and that participation or complementary activities are undertaken with the Suquamish Tribe if deemed acceptable and appropriate by the Suquamish Tribe.

**III. PHASE TWO ACTIVITIES**

The Port will provide the Tribe with additional funds in accordance with the introduction of this Agreement Pursuant to discussions between Port Staff and Suquamish Tribal Council, the funds will be used for activities listed in Attachment A These activities will benefit salmon enhancement and specific fisheries initiatives and will supplement cultural and educational activities

**IV. TRIBE OBLIGATIONS**

The Tribe will not appeal issuance of a permit (No 95-2-00970) by the U S. Army Corps of Engineers to the Port for activities related to the extension of the pier at Terminal 5. The Tribe will request issuance of the Port's permit application The parties agree that time is of the essence

**V. MISCELLANEOUS**

**A. Transaction.**

At the time of the transfer of funds for each Phase, the Port and the Tribe will acknowledge that the Port of Seattle's obligation for that Phase has been met and that the Tribe will expend these funds pursuant to this settlement agreement

**B. Effective Date.**

This Agreement will be effective upon signature by both parties

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above

SUQUAMISH TRIBE

PORT OF SEATTLE

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

By. \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

Attachment A

**Terminal 5 - components**

**Gear Damage Fund**

**Tribal Cultural Support**

curriculum development

canoe/ carving shed

Repair - Chief Seattle's grave

**Agate Pass Net Pen replacement/expansion**  
spar buoy system, 3 cells

**Agate Pass Net Pen start-up operation/  
maintenance - 2 years**

**Higher Education Fund**

**Polyculture Feasibility Study/Pilot Project**  
(net pens - shellfish and finfish)

**Net Pen and polyculture permits/  
Port project review and agreement implementation**

**NPDES and related permit work**

**Shilshole Boat Haulout**

**Seafood Marketing/Packaging/Mgmt and facility support**

**Tribal Youth Center - program development and  
facility support**

**Tidelands Acquisition**

**Enforcement Boat Upgrade**

**Reimbursement for Tribal Council members meetings  
in Washington, D.C. September 1997 re: T5/Port-Gorton Initiative**

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Settlement activities shall occur in two phases. Phase One activities are identified below and will be implemented pursuant to funds in the amount of \$347,500, which will be transmitted to the Tribe no later than JUNE 24, 1998. Phase Two activities, identified below, will be implemented pursuant to funds in the approximate amount of \$500,000 to \$600,000, which will be transmitted to the Tribe within two months after the

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This Agreement will be effective upon signature by both parties

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above

SUQUAMISH TRIBE

PORT OF SEATTLE

By Bennia Armstrong  
Its CHAIRMAN  
Date 6-22-98

By M.R. [Signature]  
Its Executive Director  
Date 6-15-98

Attachment A

**Terminal 5 - components**

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